

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION

HARRY BARNES, JOHN MURRAY,
ROBERT DESROSIER, KENNETH
HOYT, and JUDY WHITE, on behalf of
themselves and all those similarly
situated,

Plaintiffs,

v.

3 RIVERS TELEPHONE
COOPERATIVE, INC, et al.,

Defendants.

No. 4:21-cv-00118-BMM

**ORDER APPROVING PLAN
FOR ADMINISTRATION OF
BENEFIT CHECKS FOR CLASS
MEMBERS THAT HAVE NOT
YET BEEN NEGOTIATED AND
FOR DISTRIBUTION OF
REMAINDER FUNDS**

Class Counsel filed a Status Report to the Court and Unopposed Petition Requesting Approval of Plan for Administration of Benefit Checks for Certain Class Members That Have Not Yet Been Negotiated and for Distribution of Remainder Funds (Doc. 70). The Petition is unopposed and the Court-appointed Settlement Fiduciary, former United States Magistrate Judge Jeremiah Lynch, is in agreement with said Petition.

The Court held a telephonic status conference with counsel for the parties on January 25, 2024. During the status conference, the Court requested class counsel to continue their efforts to locate any class members whose checks have been returned

1 as undeliverable and for whom the claim administrator has been unable to ascertain
2 any current or forwarding address. The Court further advised that such class
3 members should be granted an additional sixty (60) days to negotiate their benefit
4 checks.

5
6 NOW, THEREFORE, IT IS ORDERED that Class Counsel's Petition (Doc.
7 70) is GRANTED, subject to the modifications set forth herein with respect to class
8 members whose checks have been returned as undeliverable and for whom the claim
9 administrator has been unable to ascertain any current or forwarding address.

10 The following procedure shall govern the administration of benefit checks
11 which have not yet been negotiated by class members, and shall further govern class
12 counsel's request of court approval for the distribution of Remainder Funds:

13
14 1. Benefit checks pertaining to class members to whom checks have
15 been mailed and have not been returned as undeliverable, including those
16 pertaining to class members who were living as of the Effective Date
17 (December 31, 2020) but who are now deceased, shall not expire on January
18 30, 2024 but instead shall remain negotiable by the class member or the
19 Personal Representative or heirs of the deceased class member's estate, as the
20 case may be for an additional sixty (60) days.

21
22 After the expiration of said 60 day period, which will occur on March
23 30, 2024, any such benefit checks which have not been negotiated by that time
shall be void and such funds shall be allocated as Remainder Funds, to be

1 distributed in accordance with Paragraph 19. c) of the Class Settlement
2 Agreement.

3 On or before February 2, 2024, class counsel shall mail a letter to said
4 class members via certified mail, return receipt requested, to the addresses
5 provided by Defendant 3 Rivers according to its business records, informing
6 the class member that if the benefit check is not cashed or negotiated by March
7 30, 2024, the check will become void and the class member will forfeit its
8 right to receive any share of the class settlement.
9

10 2. Benefit checks pertaining to the U.S. Department of Agriculture
11 National Finance Center; the following three bureaus or sub-agencies of the U.S.
12 Department of the Interior, Bureau of Indian Affairs: (1) Blackfeet Agency in
13 Browning, Montana, (2) Rocky Mountain Regional Office in Billings, Montana,
14 and (3) Bureau of Trust Funds Administration in Albuquerque, New Mexico;
15 the Department of the Interior, National Park Service, in West Glacier,
16 Montana; and Wells Fargo Bank, N.A., shall not expire on January 30, 2024 but
17 instead shall remain negotiable by an authorized representative of the class
18 member for an additional sixty (60) days.
19
20

21 After the expiration of said 60 day period, which will occur on March
22 30, 2024, any such benefit checks which have not been negotiated by that time
23 shall be void and such funds shall be allocated as Remainder Funds, to be

1 distributed in accordance with Paragraph 19. c) of the Class Settlement
2 Agreement.

3 On or before February 2, 2024, class counsel shall mail a letter to the
4 government agencies and Wells Fargo Bank, N.A., as set forth above via
5 certified mail, return receipt requested, to the addresses provided by Defendant
6 3 Rivers according to its business records. The certified letter shall inform the
7 class member to which it is addressed that if the benefit check is not cashed or
8 negotiated by March 30, 2024, the check will become void and the class
9 member will forfeit its right to receive any share of the class settlement.
10

11 3. Benefit checks pertaining to class members whose checks have
12 been returned as undeliverable and for whom the claim administrator has been
13 unable to ascertain any current or forwarding address, shall not expire on
14 January 30, 2024 but instead shall remain negotiable by the class member for
15 an additional sixty (60) days.
16

17 After the expiration of said 60 day period, which will occur on March
18 30, 2024, any such benefit checks which have not been negotiated by that time
19 shall be void and such funds shall be allocated as Remainder Funds, to be
20 distributed in accordance with Paragraph 19. c) of the Class Settlement
21 Agreement.
22

23 Class counsel shall continue their efforts to locate any class members
whose checks have been returned as undeliverable and for whom the claim

administrator has been unable to ascertain any current or forwarding address.

Class counsel will seek assistance in locating such class members from appropriate agencies of the Blackfeet Tribe, such as the Blackfeet tribal enrollment office and tribal council.

4. On or before March 15, 2024, class counsel shall file a report with the Court regarding the status of class member benefit checks.

5. On or before April 19, 2024, class counsel will file a motion with the court requesting that the court approve the distribution of Remainder Funds to specified charitable or educational organizations for the benefit of Native American members of the Blackfeet Tribe, in accordance with Paragraph 19. c) i) of the Class Settlement Agreement.

DATED this 26th day of January, 2024.



Brian Morris, Chief District Judge
United States District Court